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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/681,975	07/02/2001	Teruhisa Kamachi	112857-249	4223
29175	7590	04/19/2005	EXAMINER	
BELL, BOYD & LLOYD, LLC P. O. BOX 1135 CHICAGO, IL 60690-1135			SHARON, AYAL I	
			ART UNIT	PAPER NUMBER
			2123	

DATE MAILED: 04/19/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/681,975

Applicant(s)

KAMACHI ET AL.

Examiner

Ayal I. Sharon

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 March 2005.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-13 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,5-7 and 10-12 is/are rejected.
- 7) ☒ Claim(s) 2-4,8-9 and 13 is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 02 July 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All b) ☐ Some * c) ☐ None of:
1. ☒ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____.
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

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DETAILED ACTION

Introduction

1. Claims 1-13 of U.S. Application 09/681,975 filed on 07/02/2001 are presented for examination. The application claims priority to Japanese application P2000-199664, filed on 06/30/2000.
2. The instant application has been published as U.S. PG-PUB 2002/20002514 A1.
3. Examiner has found Applicants' arguments, filed on 03/08/2005, as being persuasive. The previous rejections have been withdrawn, and new art rejections have been applied. This Office Action is Non-Final.

Claim Interpretations

4. The instant application defines "benefit information" as corresponding to "points" (see the PG-PUB, paragraph 40, emphasis added):

(para. 40) In a step S18, **benefit information (points, etc.)** is transmitted from the real-store terminal 10 to the user terminal 2 via the network 13 (6 in Fig.3). In a step S20, in the user terminal 2, the benefit information is written to the IC card 4 by the reader/writer 3 (7 of the Fig.3). In a step S22, when the user brings the IC card 4, on which the benefit information is written, to the real store (8 in Fig.3), **the real store provides the user with services (gift, etc.) that are equivalent to the benefit information** (9 in Fig.3).

5. Furthermore, the instant application also defines the "benefit information" as being a transferable currency among participating vendors (see the PG-PUB, paragraph 34, emphasis added):

(para. 34) Moreover, on the user side, benefit information from the real store 16a corresponding to the above-mentioned virtual store 17a is recorded in an IC card 4. The user can enjoy services (gifts, etc.) equivalent to the benefit information by bringing the IC card 4 to the real store 16a. In this connection, if the real store 16a is one of point-card member stores, or the like, **the user may also enjoy the corresponding service by bringing the IC card 4 to a point-card member store other than the real store 16a corresponding to the virtual store 17a where the user purchased the "desk"**. Furthermore, when the user purchases a "flower" in the real store 16b, a "flower", which is a virtual commodity corresponding to the "flower" as a real commodity (that is to say, its image data), is delivered to the virtual room 15 from the virtual store 17b corresponding to the real store 16b.

Claim Objections

6. Claims 2-4, 8-9 and 13 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.
7. In regards to Claim 2, none of the cited prior art teaches, either individually or in combination, teach the following specific sequence of steps:
 2. A virtual-space providing apparatus according to Claim 1, wherein, when a virtual commodity is purchased in the virtual store using said user terminal, said virtual store providing means places the virtual commodity in the virtual room.
8. In regards to Claim 3, none of the cited prior art teaches, either individually or in combination, teach the following specific sequence of steps:
 3. A virtual-space providing apparatus according to Claim 1, wherein, when a commodity is purchased in the real store, said virtual store providing means places a virtual commodity imitating the real commodity in the virtual room.
9. In regards to Claim 4, since it depends from objected claims 2 or 3, it is also objected to.

10. In regards to Claim 8, it is objected to based on the same reasoning as claim 2.

Claim 8 is a system claim that recites the equivalent limitations as are recited in apparatus claim 2.

11. In regards to Claim 9, it is objected to based on the same reasoning as claim 3.

Claim 9 is a system claim that recites the equivalent limitations as are recited in apparatus claim 3.

12. In regards to Claim 13, it is objected to based on the same reasoning as claim 2.

Claim 13 is a method claim that recites the equivalent limitations as are recited in apparatus claim 2.

Claim Rejections - 35 USC § 103

13. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

14. The prior art used for these rejections is as follows:

15. Bourdelais, M., U.S. Patent 6,727,925. (Henceforth referred to as "**Bourdelais**").

16. Postrel, R., U.S. Patent 6,594,640. (Henceforth referred to as "**Postrel**").

17. Underwood, L. "Make House a Home, with Net's Help." Star Tribune.

Minneapolis, Minn.: June 15, 2000. p.2. (Henceforth referred to as "**Underwood**").

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18. Furniture.com Security Policy, May 10, 2000. Obtained from the Archive.org web site. (Henceforth referred to as "**Furniture.com Security Policy**").

19. Microsoft Press Computer User's Dictionary. © 1998. p.320

20. The claim rejections are hereby summarized for Applicant's convenience. The detailed rejections follow.

21. Claims 1, 5-6, 10, and 12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Underwood in view of Bourdelais, further in view of Furniture.com Security Policy, and further in view of Postrel.

22. In regards to the following limitations of Claim 1:

1. A virtual-space providing apparatus which is connected to a user terminal via a network, and which provides said user terminal with various kinds of services through a three-dimensional virtual space created in the network, said virtual-space providing apparatus comprising:

virtual room providing means for providing a virtual room imitating a real room of a user using said user terminal, which can be browsed using the user terminal connected via the network, on the three-dimensional virtual space;

Underwood expressly teaches the following:

Try the nifty, interactive "Room Planner" to find out if a sectional and coffee table will fit in your living room. (You need to download the Macromedia Flash program). Type in your room's dimension, add windows and doors and then "arrange" furniture in a virtual room. The feature only works with furniture chosen from furniture.com. (see Underwood, p.2)

However, Underwood does not expressly teach that the virtual room is represented in a three dimensional space. Bourdelais, on the other hand, expressly teaches the following:

In step S1501, the user specifies attributes for a room. For example, the user specifies a room type from room type options 66 shown in Figs.4 and 5. The browser then shows a perspective view of a room, for example as

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shown in Fig.6. The user preferably can specify further attributes for the room, for example using room attributes box 72 shown in Fig.6.
(see Bourdelais: col.12, line 65 to col.13, line 5)

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Underwood with those of Bourdelais, because "... conventional web sites do not permit users to add user-specified furnishings to one of these settings and then to view a photorealistic perspective image of the setting with the added furnishings." (See Bourdelais, col.1, lines 32-36).

In regards to the following limitation:

virtual store providing means for providing a virtual store on the user terminal connected via the network, said virtual store selling virtual commodities imitating real commodities, on the three-dimensional virtual space; and

Underwood expressly teaches that the furniture displayed in the "Room Planner" represents the furniture sold in a "virtual store":

Try the nifty, interactive "Room Planner" to find out if a sectional and coffee table will fit in your living room. (You need to download the Macromedia Flash program). Type in your room's dimension, add windows and doors and then "arrange" furniture in a virtual room. The feature only works with furniture chosen from furniture.com.

Among the customer-friendly perks are free delivery for home accessories, such as rugs and lamps, design help from experts by phone or e-mail and sample fabric swatches sent to you by snail mail. If you order furniture, it's \$95 per order for delivery and set-up.

Shoppers have 30 days for returns. Furniture.com will pay for return shipping.
(see Underwood, p.2)

In regards to the following limitation,

benefit-information transmitting means, wherein, when the user purchases a virtual commodity in the virtual store provided by said virtual store providing means using

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said user terminal, benefit information showing a benefit of purchasing the virtual commodity is transmitted to said user terminal.

Underwood implies that it is possible to purchase the "virtual commodity ... using said terminal", but does not expressly teach this. Furniture.com Security Policy, on the other hand, expressly teaches the following:

At Furniture.com, our customers are our number one priority. That's why we go to such great lengths to guarantee the security of all credit card transactions. ... Although we provide guaranteed order security, Furniture.com understands if some customers would prefer not to use their credit cards online.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Underwood with those of Furniture.com Security Policy, because both references pertain to the same website: Furniture.com.

Finally, in regards to the "benefit-information transmitting means" claimed in the last limitation, Underwood is silent. Postrel, on the other hand, expressly teaches:

The '870 patent provides a system whereby the user can make purchase of products over the Internet and receive award points, which are stored in an associated database. The user can subsequently view an award catalog to determine which awards he may be able to redeem based on the number of points in his account.
(see col.1, lines 50-55)

Tie-in promotions have been introduced over the past several years that have allowed purchases for goods and services such as hotel or car rentals to accumulate award miles that are then recorded on the airline reward system. More recently credit card companies offer cards where a mile award is made for every dollar spent using that credit card. These cards may additionally award bonus miles in coordination with user purchases of preferred products.
(see col.3, line 60 to col.4, line 2)

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Underwood with those of Postrel, because, as taught by Postrel:

In order to attract and retain business customers, airlines, hotels, car rental companies, chain retailers, telecom providers, etc. have historically introduced frequent use programs that offer awards of 'frequent flyer miles' or other such incentive schemes based on the distance traveled or use by that customer.
(see col.1, lines 30-45)

23. In regards to Claim 5:

5. A virtual-space providing apparatus according to Claim 1, wherein, when an intention to purchase a real commodity corresponding to the virtual commodity purchased by using said user terminal and placed in the virtual room is presented by using said user terminal, said virtual store providing means establishes connection with an on-line shopping device on the network selling real commodities.

Underwood implies that it is possible to purchase the "virtual commodity" using the terminal connected to the internet, but does not expressly teach this.

Furniture.com Security Policy, on the other hand, expressly teaches the following:

At Furniture.com, our customers are our number one priority. That's why we go to such great lengths to guarantee the security of all credit card transactions. ... Although we provide guaranteed order security, Furniture.com understands if some customers would prefer not to use their credit cards online.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Underwood with those of Furniture.com Security Policy, because both references pertain to the same website: Furniture.com.

24. In regards to Claim 6, it is rejected based on the same reasoning as claim 1.

Claim 6 is a system claim that recites the equivalent limitations as are recited in apparatus claim 1.

25. In regards to Claim 10, it is rejected based on the same reasoning as claim 1.

Claim 10 is a method claim that recites the equivalent limitations as are recited in apparatus claim 1.

26. In regards to Claim 12, it is rejected based on the same reasoning as claim 5.

Claim 12 is a method claim that recites the equivalent limitations as are recited in apparatus claim 5.

27. Claims 7 and 11 are rejected under 35 U.S.C. 103(a) as being unpatentable over Underwood in view of Bourdelais, further in view of Furniture.com Security Policy, and further in view of Postrel, and further in view of Microsoft.

28. In regards to Claim 7:

7. A virtual-space providing system according to Claim 6, wherein said real-store terminal comprises reading means for reading the benefit information written on the storage medium, wherein said real-store terminal provides the user terminal with the benefit according to the benefit information read by the reading means.

Underwood does not expressly teach this limitation. Postrel teaches the use of credit cards, and tracking credit card transactions, however, Postrel does not teach the use of credit cards that contain storage media.

Microsoft (see p.320), on the other hand, teaches the use of "smart cards" which are credit cards with embedded integrated circuit storage media ("IC cards"). is old and well known.

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It would have been obvious to one of ordinary skill in the art to modify the teachings of Underwood and Postrel with those of Microsoft, because Microsoft shows that the use of credit cards with storage media (also known as "smart cards" or "IC cards") was well established in the realm of finance and banking.

29. In regards to Claim 11, it is rejected based on the same reasoning as claim 7.

Claim 11 is a method claim that recites the equivalent limitations as are recited in system claim 7.

Correspondence Information

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Ayal I. Sharon whose telephone number is (571) 272-3714. The examiner can normally be reached on Monday through Thursday, and the first Friday of a biweek, 8:30 am – 5:30 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kevin Teska can be reached at (571) 272-3716.

Any response to this office action should be faxed to (703) 872-9306, or mailed to:

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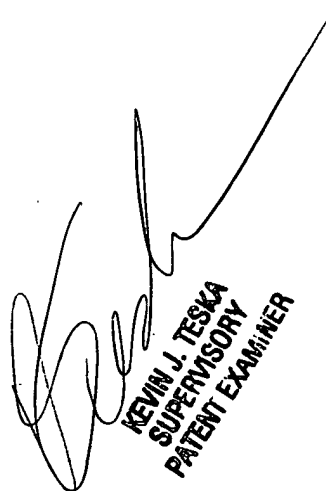
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Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Tech Center 2100 Receptionist, whose telephone number is (571) 272-2100.

Ayal I. Sharon

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April 14, 2005



KEVIN J. TESKA
SUPERVISORY
PATENT EXAMINER